

EXHIBIT 54

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UBER TECHNOLOGIES, INC.
14 and OTTOMOTTO LLC

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

18 WAYMO LLC,
19 Plaintiff,
20 v.
21 UBER TECHNOLOGIES, INC.,
OTTOMOTTO LLC; OTTO TRUCKING LLC,
22 Defendants.
23

Case No. 3:17-cv-00939-WHA

**DEFENDANTS UBER
TECHNOLOGIES, INC. AND
OTTOMOTTO LLC’S RESPONSES TO
WAYMO’S FIRST SET OF
EXPEDITED INTERROGATORIES
PURSUANT TO PARAGRAPH SIX OF
THE MAY 11, 2017 PRELIMINARY
INJUNCTION ORDER (NOS. 1-9)**

24 Trial Date: October 2, 2017
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1 **RESPONSE TO INTERROGATORY NO. 2:**

2 Defendants object to this interrogatory as vague and ambiguous as to the meaning of “the
3 date(s) they became Diligenced Employees.”

4 Subject to and without waiving the general and specific objections above, Defendants
5 respond as follows:

6 The Diligenced Employees are:

- 7 1. Anthony Levandowski
8 2. Lior Ron
9 3. Colin Sebern
10 4. Don Burnette
11 5. Soren Juelsgaard

12 These five individuals became Diligenced Employees on or around April 11, 2016.

13 **INTERROGATORY NO. 3:**

14 IDENTIFY all Uber Devices and Non-Uber Devices (as those terms are defined in
15 UBER00006444) that LEVANDOWSKI has used to access any of DEFENDANTS’ Networks
16 (as that term is defined in UBER00006444), or that LEVANDOWSKI could have used to access
17 any of DEFENDANTS’ Networks (as that term is defined in UBER00006444).

18 **RESPONSE TO INTERROGATORY NO. 3:**

19 Defendants object to this interrogatory because it implicates information protected by the
20 attorney-client privilege, the work-product doctrine, and the common-interest and joint-defense
21 privileges. Defendants further objects to this interrogatory to the extent it purports to require
22 expert opinion. Defendants further object to the interrogatory as vague, ambiguous, and
23 overbroad because it asks for the identity of any device that Levandowski “could have used” to
24 access Defendants’ networks, which is infinite in scope.

25 Subject to and without waiving the general and specific objections above, Defendants
26 respond as follows:

27 To Defendants’ knowledge, Mr. Levandowski used two devices to access Uber’s
28 networks:

- 1 1. A MacBook Pro (15-inch, 2016) computer provided to Mr. Levandowski by Uber
2 2. A personal MacBook Pro (not issued by Uber)

3 **INTERROGATORY NO. 4:**

4 Describe the ownership of TYTO and/or ODIN WAVE, INCLUDING the identity of all
5 PERSONS with current or former ownership interests in TYTO and/or ODIN WAVE, that
6 PERSON’s current or former ownership interest(s), and the agreements creating or modifying
7 those ownership interests.

8 **RESPONSE TO INTERROGATORY NO. 4:**

9 Defendants object to this interrogatory to the extent it seeks information that is not known
10 or available to Defendants. Defendants further object to this interrogatory as seeking information
11 that is neither relevant to a party’s claims or defenses nor likely to lead to discovery of admissible
12 evidence.

13 Subject to and without waiving the general and specific objections above, Defendants
14 respond as follows:

15 Ottomotto LLC entered into an asset purchase agreement with Tyto Lidar, LLC (“Tyto”)
16 on May 5, 2016, in which Ottomotto LLC obtained certain enumerated assets from Tyto. That
17 agreement, including the corresponding exhibits and schedules, is being produced in response to
18 Waymo’s First Set of Expedited Document Requests. Ottomotto LLC was subsequently acquired
19 by Uber. Defendants understand that, at the time Ottomotto LLC entered into the asset purchase
20 agreement with Tyto, Tyto was a California Limited Liability Company, whose sole member was
21 the Sandstone Group, LLC, also a California Limited Liability Company. Defendants further
22 understand that Tyto was originally incorporated as Odin Wave, LLC, but changed its name to
23 “Tyto Lidar, LLC” on February 10, 2014.

24 **INTERROGATORY NO. 5:**

25 Describe all compensation (whether actual or conditional) discussed, conveyed or
26 promised by DEFENDANTS to LEVANDOWSKI at any time, INCLUDING (without
27 limitation) the DEFENDANT who discussed, conveyed or promised the compensation, the nature
28 of the compensation, the date the compensation was promised and/or conveyed, the amount of the

1 Dated: June 5, 2017

MORRISON & FOERSTER LLP

2 By: /s/ Arturo J. González
3 ARTURO J. GONZÁLEZ

4 Attorneys for Defendants
5 UBER TECHNOLOGIES, INC.
and OTTOMOTTO LLC

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